

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
RC PETITION

DO NOT WRITE IN THIS SPACE

Case No.

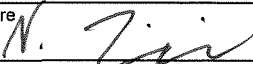
20-RC-236136

Date Filed

2/19/2019

INSTRUCTIONS: Unless e-Filed using the Agency's website, www.nlrb.gov/, submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.

1. PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

2a. Name of Employer: Anchor Brewing Company, LLC		2b. Address(es) of Establishment(s) involved (Street and number, City, State, ZIP code): 495 De Haro St., San Francisco, CA 94107	
3a. Employer Representative - Name and Title: Greg Newbrough, Chief Operating Officer		3b. Address (if same as 2b - state same): 1705 Mariposa Street, San Francisco, CA 94107	
3c. Tel. No. 415-863-8350	3d. Cell No.	3e. Fax No. 415-552-7094	3f. E-Mail Address gnewbrough@anchorsf.com
4a. Type of Establishment (Factory, mine, wholesaler, etc.) Manufacturer		4b. Principal Product or Service Alcoholic beverages	5a. City and State where unit is located: San Francisco, CA
5b. Description of Unit Involved: Included: All full-time and regular part-time employees employed at Public Taps (De Haro St.). Excluded: Office-clericals, guards, managers, and supervisors as defined in the Act.			6a. Number of Employees in Unit 10 6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Check One: <input checked="" type="checkbox"/> 7a. Request for recognition as Bargaining Representative was made on (Date) 02/07/19 and Employer declined recognition on or about (Date) no reply (If no reply received, so state). <input type="checkbox"/> 7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.			
8a. Name of Recognized or Certified Bargaining Agent (if none, so state) None		8b. Address:	
8c. Tel. No.	8d. Cell No.	8e. Fax No.	8f. E-Mail Address
8g. Affiliation, if any:		8h. Date of Recognition or Certification	8i. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year)
9. Is there now a strike or picketing at the Employer's establishment(s) involved? No If so, approximately how many employees are participating? _____ (Name of Labor Organization) _____, has picketed the Employer since (Month, Day, Year) _____			
10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. (If none, so state) None			
10a. Name	10b. Address	10c. Tel. No.	10d. Cell No.
		10e. Fax No.	10f. E-Mail Address
11. Election Details: If the NLRB conducts and election in this matter, state your position with respect to any such election: As soon as possible		11a. Election Type: <input checked="" type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail	
11b. Election Date(s): Friday, March 8, or by mail	11c. Election Time(s): 3:30pm to 4:30pm	11d. Election Location(s): TBD	
12a. Full Name of Petitioner (including local name and number): Warehouse Union Local 6, ILWU		12b. Address (street and number, city, State and ZIP code): 99 Hegenberger Road Oakland, CA 94621	
12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state): International Longshore and Warehouse Union			
12d. Tel. No. (415) 775-0533	12e. Cell No. (916) 606-4681	12f. Fax No. (510) 638-3297	12g. E-Mail Address Agustin.Ramirez@ilwu.org
13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.			
13a. Name and Title: Nicole E. Teixeira, attorney		13b. Address (street and number, city, State and ZIP code): Leonard Carder LLP, 1188 Franklin St., Ste. 201, San Francisco, CA 94109	
13c. Tel. No. (415) 771-6400	13d. Cell No.	13e. Fax No. (415) 771-7010	13f. E-Mail Address nteixeira@leonardcarder.com
I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.			
Name (Print) Nicole E. Teixeira	Signature 	Title Attorney	Date 02/19/19

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

Anchor Brewing Company, LLC

Case 20-RC-236136

The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

The Employer, a limited liability corporation with a location at 495 De Haro Street in San Francisco, California, the sole facility involved herein, is engaged in the business of beer manufacturing and distribution. During the past twelve months, the Employer sold and shipped goods or provided services valued in excess of \$50,000 directly to customers located outside the State of California.

3. LABOR ORGANIZATION. The Petitioner is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATE: March 15, 2019

HOURS: 3:30 p.m. to 5:30 p.m.

PLACE: The 4th floor back conference room at the Employer's facility located at 1705 Mariposa Street

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

5. UNIT AND ELIGIBLE VOTERS. The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time employees working in the department of Public Taps, including employees in the classifications of Barback/Host and Bartender; excluding all managers, guards, and supervisors as defined by the Act.

Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending February 21, 2019**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

Also eligible to vote are all employees in the unit who have worked an average of four (4) hours or more per week during the 13 weeks immediately preceding the eligibility date for the election.

Initials: _____

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls or by mail as described above in paragraph 4.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

Others permitted to vote: The parties have agreed that the employees in the classification of Shift Supervisor may vote in the election but their ballots will be challenged since their eligibility has not been resolved. No decision has been made regarding whether the individuals in these classifications or groups are included in, or excluded from, the bargaining unit. The eligibility or inclusion of these individuals will be resolved, if necessary, following the election.

6. VOTER LIST. Within 2 business days after the Regional Director has approved this Agreement, the Employer must provide to the Regional Director and all of the other parties a voter list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available personal home and cellular telephone numbers) of all eligible voters. The Employer must also include, in a separate section of that list, the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge. The list must be filed in common, everyday electronic file formats that can be searched. Unless otherwise agreed to by the parties, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. The font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. When feasible, the list must be filed electronically with the Regional Director and served electronically on the parties. The Employer must file with the Regional Director a certificate of service of the list on all parties.

7. THE BALLOT. The Regional Director, in his or her discretion, will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of the need to have the Notice of Election and/or ballots translated.

The question on the ballot will be "Do you wish to be represented for purposes of collective bargaining by International Longshore and Warehouse Union, Local 6?" The choices on the ballot will be "Yes" or "No".

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer must post copies of the Notice of Election in conspicuous places, including all places where notices to employees in the unit are customarily posted, at least three (3) full working days prior to 12:01 a.m. of the day of the election. The Employer must also distribute the Notice of Election electronically, if the Employer customarily communicates with employees in the unit electronically. Failure to post or distribute the Notice of Election as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

Initials: _____

10. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

12. TALLY OF BALLOTS. Immediately upon the conclusion of the last voting session, all ballots cast will be comingled and counted and a tally of ballots prepared and immediately made available to the parties.

Anchor Brewing Company, LLC	
(Employer)	
By	
<u>/s/ Greg Newbrough</u>	<u>Feb 25, 2019</u>
(Signature)	(Date)
<u>Greg Newbrough</u>	<u>COO</u>
(Printed Name)	(Title)

International Longshore and Warehouse Union, Local 6	
(Petitioner)	
By	
<u>/s/ Nicole Teixeira</u>	<u>2/25/19</u>
(Signature)	(Date)
<u>Nicole Teixeira</u>	<u>Attorney</u>
(Printed Name)	(Title)

/s/ Janay Parnell 2/26/19
JANAY M. PARNELL, Field Examiner (Date)

Date approved: 2/26/2019

Regional Director, Region 20
National Labor Relations Board

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20**

Anchor Brewing Company, LLC

Employer

and

Case 20-RC-236136

Warehouse Union Local 6, ILWU

Petitioner

TYPE OF ELECTION: STIPULATED

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots has been cast for

Warehouse Union Local 6, ILWU

and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Unit: All full-time and regular part-time employees working in the department of Public Taps, including employees in the classifications of Barback/Host and Bartender. Excluding all manager, guards and supervisors as defined by the Act.



March 27, 2019

/s/ Jill Coffman
JILL H. COFFMAN
Regional Director, Region 20
National Labor Relations Board

Attachment: Notice of Bargaining Obligation

NOTICE OF BARGAINING OBLIGATION

In the recent representation election, a labor organization received a majority of the valid votes cast. Except in unusual circumstances, unless the results of the election are subsequently set aside in a post-election proceeding, the employer's legal obligation to refrain from unilaterally changing bargaining unit employees' terms and conditions of employment begins on the date of the election.

The employer is not precluded from changing bargaining unit employees' terms and conditions during the pendency of post-election proceedings, **as long as** the employer (a) gives sufficient notice to the labor organization concerning the proposed change(s); (b) negotiates in good faith with the labor organization, upon request; and (c) good faith bargaining between the employer and the labor organization leads to agreement or overall lawful impasse.

This is so even if the employer, or some other party, files objections to the election pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board (the Board). If the objections are later overruled and the labor organization is certified as the employees' collective-bargaining representative, the employer's obligation to refrain from making unilateral changes to bargaining unit employees' terms and conditions of employment begins on the date of the election, not on the date of the subsequent decision by the Board or court. Specifically, the Board has held that, absent exceptional circumstances,¹ an employer acts at its peril in making changes in wages, hours, or other terms and conditions of employment during the period while objections are pending and the final determination about certification of the labor organization has not yet been made.

It is important that all parties be aware of the potential liabilities if the employer unilaterally alters bargaining unit employees' terms and conditions of employment during the pendency of post-election proceedings. Thus, typically, if an employer makes post-election changes in employees' wages, hours, or other terms and conditions of employment without notice to or consultation with the labor organization that is ultimately certified as the employees' collective-bargaining representative, it violates Section 8(a)(1) and (5) of the National Labor Relations Act since such changes have the effect of undermining the labor organization's status as the statutory representative of the employees. This is so even if the changes were motivated by sound business considerations and not for the purpose of undermining the labor organization. As a remedy, the employer could be required to: 1) restore the status quo ante; 2) bargain, upon request, with the labor organization with respect to these changes; and 3) compensate employees, with interest, for monetary losses resulting from the unilateral implementation of these changes, until the employer bargains in good faith with the labor organization, upon request, or bargains to overall lawful impasse.

¹ Exceptions may include the presence of a longstanding past practice, discrete event, or exigent economic circumstance requiring an immediate response.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
RC PETITION

DO NOT WRITE IN THIS SPACE

Case No.
20-RC-235644Date Filed
2/8/2019

INSTRUCTIONS: Unless e-Filed using the Agency's website, www.nlr.gov , submit an original of this Petition to an NLRB office in the Region in which the employer concerned is located. The petition must be accompanied by both a showing of interest (see 6b below) and a certificate of service showing service on the employer and all other parties named in the petition of: (1) the petition; (2) Statement of Position form (Form NLRB-505); and (3) Description of Representation Case Procedures (Form NLRB 4812). The showing of interest should only be filed with the NLRB and should not be served on the employer or any other party.			
1. PURPOSE OF THIS PETITION: RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees. The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.			
2a. Name of Employer: Anchor Brewing Company, LLC		2b. Address(es) of Establishment(s) involved (Street and number, City, State, ZIP code): 1705 Mariposa Street, San Francisco, CA 94107 and 495 De Haro St., San Francisco, CA 94107 (across the street)	
3a. Employer Representative - Name and Title: Greg Newbrough, Chief Operating Officer		3b. Address (if same as 2b - state same): 1705 Mariposa Street, San Francisco, CA 94107	
3c. Tel. No. 415-863-8350	3d. Cell No.	3e. Fax No. 415-552-7094	3f. E-Mail Address gnewbrough@anchorsf.com
4a. Type of Establishment (Factory, mine, wholesaler, etc.) Manufacturer		4b. Principal Product or Service Alcoholic beverages	5a. City and State where unit is located: San Francisco, CA
5b. Description of Unit Involved: Included: See Attachment. Excluded: See Attachment.		6a. Number of Employees in Unit: 72 6b. Do a substantial number (30% or more) of the employees in the unit wish to be represented by the Petitioner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Check One: <input checked="" type="checkbox"/> 7a. Request for recognition as Bargaining Representative was made on (Date) 02/07/19 and Employer declined recognition on or about (Date) no reply (If no reply received, so state). <input type="checkbox"/> 7b. Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.			
8a. Name of Recognized or Certified Bargaining Agent (If none, so state) None		8b. Address:	
8c. Tel. No.	8d. Cell No.	8e. Fax No.	8f. E-Mail Address
8g. Affiliation, if any:		8h. Date of Recognition or Certification	8i. Expiration Date of Current or Most Recent Contract, if any (Month, Day, Year)
9. Is there now a strike or picketing at the Employer's establishment(s) involved? No If so, approximately how many employees are participating? (Name of Labor Organization) , has picketed the Employer since (Month, Day, Year)			
10. Organizations or individuals other than Petitioner and those named in items 8 and 9, which have claimed recognition as representatives and other organizations and individuals known to have a representative interest in any employees in the unit described in item 5b above. (If none, so state) None			
10a. Name		10b. Address	10c. Tel. No.
			10d. Cell No.
			10e. Fax No.
			10f. E-Mail Address
11. Election Details: If the NLRB conducts and election in this matter, state your position with respect to any such election: As soon as possible			11a. Election Type: <input checked="" type="checkbox"/> Manual <input type="checkbox"/> Mail <input type="checkbox"/> Mixed Manual/Mail
11b. Election Date(s): Wednesday		11c. Election Time(s): 6-8am, 1-2pm, and 6-8pm	
		11d. Election Location(s): Employee break room, 3rd Fl. on Mariposa	
12a. Full Name of Petitioner (including local name and number): Warehouse Union Local 6, ILWU		12b. Address (street and number, city, State and ZIP code): 99 Hegenberger Road Oakland, CA 94621	
12c. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (if none, so state): International Longshore and Warehouse Union			
12d. Tel. No. (415) 775-0533	12e. Cell No. (916) 606-4681	12f. Fax No. (510) 638-3297	12g. E-Mail Address Agustin.Ramirez@ilwu.org
13. Representative of the Petitioner who will accept service of all papers for purposes of the representation proceeding.			
13a. Name and Title: Nicole E. Teixeira, attorney		13b. Address (street and number, city, State and ZIP code): Leonard Carder LLP, 1188 Franklin St., Ste. 201, San Francisco, CA 94109	
13c. Tel. No. (415) 771-6400	13d. Cell No.	13e. Fax No. (415) 771-7010	13f. E-Mail Address nteixeira@leonardcarder.com
I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief.			
Name (Print) Nicole E. Teixeira		Signature 	Title Attorney
			Date 02/08/19

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

ATTACHMENT TO RC PETITION

5b. Description of Unit Involved:

Included:

All full-time and regular part-time employees working in the following
Classifications/Departments: Brewhouse, Maintenance, Forklift Drivers/Warehouse, Filtration,
Fermentation, Racking Room, Bottle Shop, Laboratory/QC, Canning, Taproom, Reception, and
Public Taps.

Excluded:

Office-clericals, guards, managers, and supervisors as defined in the Act.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

Anchor Brewing Company, LLC

Case 20-RC-235644

The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

The Employer, a limited liability corporation with a location at 1705 Mariposa Street in San Francisco, California, the sole facility involved herein, is engaged in the business of beer manufacturing and distribution. During the past twelve months, the Employer sold and shipped goods or provided services valued in excess of \$50,000 directly to customers located outside the State of California.

3. LABOR ORGANIZATION. The Petitioner is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATE: March 6, 2019

HOURS: 10:30 a.m. to 1:00 p.m.

PLACE: The 4th floor back conference room at the Employer's facility located at 1705 Mariposa Street

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

5. UNIT AND ELIGIBLE VOTERS. The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part time employees working in the departments of Brewery, Taproom, and Warehouse, including employees in the classifications of Brewer, Canner, Bottler, Racker, Warehouse Forklift Operator, Maintenance Mechanic, Fermenter, Filterer, Tour Guide, Quality Assurance/Lab Tech and Receptionist, excluding all Order Management Specialists, managers, guards, and supervisors as defined by the Act.

Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending February 9, 2019**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

Initials: _____

Also eligible to vote are all employees in the unit who have worked an average of four (4) hours or more per week during the 13 weeks immediately preceding the eligibility date for the election.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls or by mail as described above in paragraph 4.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

Others permitted to vote: The parties have agreed that the employees in the classifications of Filtration Lead, Racking Lead, Fermentation Lead, POS Fulfillment Lead, Warehouse Lead, Taproom Lead, Brewing Lead, Bottling Lead and Shift Supervisor may vote in the election but their ballots will be challenged since their eligibility has not been resolved. No decision has been made regarding whether the individuals in these classifications or groups are included in, or excluded from, the bargaining unit. The eligibility or inclusion of these individuals will be resolved, if necessary, following the election.

6. VOTER LIST. Within 2 business days after the Regional Director has approved this Agreement, the Employer must provide to the Regional Director and all of the other parties a voter list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available personal home and cellular telephone numbers) of all eligible voters. The Employer must also include, in a separate section of that list, the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge. The list must be filed in common, everyday electronic file formats that can be searched. Unless otherwise agreed to by the parties, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. The font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. When feasible, the list must be filed electronically with the Regional Director and served electronically on the parties. The Employer must file with the Regional Director a certificate of service of the list on all parties.

7. THE BALLOT. The Regional Director, in his or her discretion, will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of the need to have the Notice of Election and/or ballots translated.

The question on the ballot will be "Do you wish to be represented for purposes of collective bargaining by International Longshore and Warehouse Union, Local 6?" The choices on the ballot will be "Yes" or "No"

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer must post copies of the Notice of Election in conspicuous places, including all places where notices to employees in the unit are customarily posted, at least three (3) full working days prior to 12:01 a.m. of the day of the election. The Employer must also distribute the Notice of Election electronically, if the

Initials: _____

Employer customarily communicates with employees in the unit electronically. Failure to post or distribute the Notice of Election as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

9. NOTICE OF ELECTION ONSITE REPRESENTATIVE. The following individual will serve as the Employer's designated Notice of Election onsite representative: Carolyn Yang Stewart, Director of People Services; 1705 Mariposa Street, San Francisco, California; e-mail: cstewart@anchorsf.com; fax: 415-552-7094.

10. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

11. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

12. TALLY OF BALLOTS. Immediately upon the conclusion of the last voting session, all ballots cast will be comingled and counted and a tally of ballots prepared and immediately made available to the parties.

13. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

<u>Anchor Brewing Company, LLC</u>	<u>International Longshore and Warehouse</u>
(Employer)	<u>Union, Local 6</u>
	(Petitioner)
By <u>/s/ Greg Newbrough</u> <u>2/19/19</u>	By <u>/s/ Nicole E. Teixeira</u> <u>2/19/19</u>
(Signature) (Date)	(Signature) (Date)
<u>Greg Newbrough</u> <u>CCO</u>	<u>Nicole E. Teixeira</u> <u>Attorney</u>
(Printed Name) (Title)	(Printed Name) (Title)

Recommended:

/s/ Janay Parnell 2/19/19
JANAY M. PARNELL, Field Examiner (Date)

Date approved: 2/19/19

/s/ Jill H. Coffman
Regional Director, Region 20
National Labor Relations Board

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 20**

Anchor Brewing Company, LLC

Employer

and

Case 20-RC-235644

**International Longshore and Warehouse Union,
Local 6**

Petitioner

TYPE OF ELECTION: STIPULATED

CERTIFICATION OF REPRESENTATIVE

An election has been conducted under the Board's Rules and Regulations. The Tally of Ballots shows that a collective-bargaining representative has been selected. No timely objections have been filed.

As authorized by the National Labor Relations Board, it is certified that a majority of the valid ballots has been cast for

International Longshore and Warehouse Union, Local 6

and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

Unit: All full-time and regular part time employees working in the departments of Brewery, Taproom, and Warehouse, including employees in the classifications of Brewer, Canner, Bottler, Racker, Warehouse Forklift Operator, Maintenance Mechanic, Fermenter, Filterer, Tour Guide, Quality Assurance/Lab Tech and Receptionist, excluding all Order Management Specialists, managers, guards, and supervisors as defined by the Act.



March 27, 2019

/s/ Jill Coffman

JILL H. COFFMAN
Regional Director, Region 20
National Labor Relations Board

Attachment: Notice of Bargaining Obligation

NOTICE OF BARGAINING OBLIGATION

In the recent representation election, a labor organization received a majority of the valid votes cast. Except in unusual circumstances, unless the results of the election are subsequently set aside in a post-election proceeding, the employer's legal obligation to refrain from unilaterally changing bargaining unit employees' terms and conditions of employment begins on the date of the election.

The employer is not precluded from changing bargaining unit employees' terms and conditions during the pendency of post-election proceedings, **as long as** the employer (a) gives sufficient notice to the labor organization concerning the proposed change(s); (b) negotiates in good faith with the labor organization, upon request; and (c) good faith bargaining between the employer and the labor organization leads to agreement or overall lawful impasse.

This is so even if the employer, or some other party, files objections to the election pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board (the Board). If the objections are later overruled and the labor organization is certified as the employees' collective-bargaining representative, the employer's obligation to refrain from making unilateral changes to bargaining unit employees' terms and conditions of employment begins on the date of the election, not on the date of the subsequent decision by the Board or court. Specifically, the Board has held that, absent exceptional circumstances,¹ an employer acts at its peril in making changes in wages, hours, or other terms and conditions of employment during the period while objections are pending and the final determination about certification of the labor organization has not yet been made.

It is important that all parties be aware of the potential liabilities if the employer unilaterally alters bargaining unit employees' terms and conditions of employment during the pendency of post-election proceedings. Thus, typically, if an employer makes post-election changes in employees' wages, hours, or other terms and conditions of employment without notice to or consultation with the labor organization that is ultimately certified as the employees' collective-bargaining representative, it violates Section 8(a)(1) and (5) of the National Labor Relations Act since such changes have the effect of undermining the labor organization's status as the statutory representative of the employees. This is so even if the changes were motivated by sound business considerations and not for the purpose of undermining the labor organization. As a remedy, the employer could be required to: 1) restore the status quo ante; 2) bargain, upon request, with the labor organization with respect to these changes; and 3) compensate employees, with interest, for monetary losses resulting from the unilateral implementation of these changes, until the employer bargains in good faith with the labor organization, upon request, or bargains to overall lawful impasse.

¹ Exceptions may include the presence of a longstanding past practice, discrete event, or exigent economic circumstance requiring an immediate response.